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August 20, 2002

RECORDATION NO. 20896 - W FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

AUG 21 '02 9-30 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are five (5) copies of a Lease Supplement No. 8 (GARC Trust No. 97-2), dated as of July 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GARC Trust No. 97-2) which was previously filed with the Board under Recordation Number 20896.

The names and addresses of the parties to the enclosed document are:

Lessor: State Street Bank and Trust Company of  
Connecticut, N.A.  
225 Franklin Street  
Boston, Massachusetts 02101

Lessee: General American Railcar Corporation  
500 Monroe Street  
Chicago, Illinois 60661

Mr. Vernon A. Williams  
August 20, 2002  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

Railcar GACX 007934 is being added to the lease.

A short summary of the document to appear in the index is:

Lease Supplement No. 8 (GARC Trust No. 97-2).

Also enclosed is a check in the amount of \$30.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg  
Enclosures

RECORDATION NO. 20896-W FILED

AUG 21 '02 9:30 AM

**LEASE SUPPLEMENT NO. 8**  
**(GARC Trust No 97- 2)**

**SURFACE TRANSPORTATION BOARD**

This Lease Supplement No. 8, dated as of July 30, 2002, between State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation, a Delaware corporation ("Lessee");

**WITNESSETH:**

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC Trust No. 97-2) dated as of September 24, 1997 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Unit of Equipment to be leased to Lessee under the Lease.


Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Unit described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

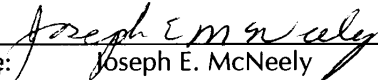
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company of  
Connecticut N.A., not in its  
individual capacity but solely as Owner Trustee

By:   
Name: ALISON D.B. NADEAU  
Title: VICE PRESIDENT

General American Railcar Corporation

By:   
Name: Joseph E. McNeely  
Title: Vice President, Rail Division

Commonwealth of Massachusetts )  
 ) SS  
County of Suffolk )

On this 2nd day of August 2002, before me personally appeared ALISON D.B. NADEAU, to me personally known, who being by me duly sworn, say that he/she is VICE PRESIDENT of State Street Bank and Trust Company of Connecticut N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Sandra M. Black*

[Notarial Seal]

Sandra M. Black  
Notary Public

My Commission Expires November 10, 2006

My commission expires:

State of Illinois )  
 ) SS  
County of Cook )

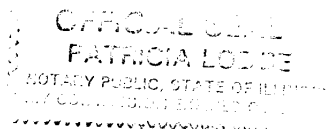
On this 30<sup>th</sup> day of July 2002, before me personally appeared Joseph E. McNeely, to me personally known, who being by me duly sworn, says that he is Vice President of General American Railcar Corporation, that said instrument was signed on such date no behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Patricia Lodge*

[Notarial Seal]

My commission expires:



**SCHEDULE 1**

| <u>Car Type</u> | <u>DOT Class</u> | <u>Car Marking</u> |
|-----------------|------------------|--------------------|
| C114            | HOPPER 110 TON   | GACX 007934        |